

**2003-2006
AGREEMENT
BETWEEN
THE SCHOOL ADMINISTRATORS
OF
WATERBURY
(S.A.W.)**

AND

**THE WATERBURY
BOARD OF EDUCATION**

HART1-1063948-4

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ARTICLE I INTRODUCTION

Section 1. This Agreement is negotiated pursuant to Sections 10-153(a) through 10-153(g) of the Connecticut General Statutes, as amended, which Sections are hereinafter referred to as the Teacher's Negotiating Act.

Section 2. The Board of Education and S.A.W. recognize the importance of stimulating responsible participation by the professional staff in the formulation of governing policy and accordingly agree herein to the consultative procedures set forth in Article XVI to inform and guide the Board in exercising its responsibilities under law for continuing supervision and ultimate decisions.

Section 3. This Agreement shall not limit or contravene the authority of the Board; as provided by the General Statutes of Connecticut and the Charter of the City of Waterbury; except that the Board shall be deemed to have exercised its authority for the duration of this Agreement in the manner specified in the specific provisions of this Agreement. Accordingly, the provisions of this Agreement shall constitute Board policy for the duration of this Agreement or until written mutual consent of the parties hereto. It is to be also understood the Board shall not exercise any of its legal authority or power so as to contravene a specific provision of this Agreement; and it is further understood that any previously adopted policy, rule or regulation of the Board which conflicts with a specific provision of this Agreement shall be deemed to be effectively superseded and replaced by such specific provisions of this Agreement; as of the effective date of this Agreement. No provision of this Agreement shall have any retroactive effect or be in any way effective or binding prior to the effective date of this Agreement. All power and authority given to the Board by State Statute and/or City Charter shall be fully reserved to the Board, except in those areas and to the extent as such are in conflict with a specific provision of this Agreement. The Board represents, and S.A.W. agrees, that the Board specifically retains the authority to determine such inherent Board of Education powers and statutory Board of Education powers such as, but not limited to, the right to establish curriculum, the right to determine whether or not bargaining unit positions are to be created, the right to determine whether or not bargaining unit positions are to be filled. In addition, the Board specifically reserves the right to meet at times beyond the normal work day of bargaining unit members, to discuss and analyze concerns of the Board in connection with the Board's obligations to direct and control the public school system of the City of Waterbury and in connection with administrative and managerial concerns which the Board and S.A.W. mutually share.

Section 4. In all matters wherein the exercise of judgment or discretion is called for on the part of the Board (as for example only: the assignment, transfer or promotion of administrators, the numbers, categories or priorities of specialists to be employed) the decision of the Board shall be final and binding if made in good faith except where some other standard is set forth in this Agreement. The term "good faith" shall mean that the decision of the Board was not arbitrary, not capricious, and not without a rational basis in fact.

Section 5. Definitions

The following definitions are applicable to this Agreement, unless the context of the usage in any given article or section indicates otherwise:

- (a) The term "parties" shall mean the Board and S.A.W.
- (b) The term "employee" shall include those certified professionals, administrators, or supervisors who are included in the bargaining unit described in Article II, Section 1 hereof;
- (c) The pronoun "his" may be defined to include the pronoun "her";
- (d) For the purpose of this Agreement, the phrase "work year" shall mean (1) the period commencing on July 1st of a given calendar year and continuing through the next succeeding June 30th, including not more than 219 working days, for twelve-month administrators; and (2) the period from seven (7) business days before the start of the teacher work year until seven (7) business days after the end of the teacher work year, including not more than 202 working days, for ten-month administrators; (except as modified by Article XIII, Section 1.)

The work year for twelve-month administrators shall be increased by three days for the 2003-04 school year, by an additional two days for the 2004-05 school year, and by an additional two days for the 2005-06 school year, for a total of seven additional days over the term of this agreement. The work year for ten-month administrators shall be increased by two days for the 2003-04 school year, by an additional two days for the 2004-05 school year, and by an additional two days for the 2005-06 school year, for a total of six additional days over the term of this agreement.

- (e) For the purpose of this Agreement, a week shall be five (5) business days;
- (f) As used in this Agreement, the term "in pay status" shall be defined to include the following situation(s): an employee who is receiving compensation (e.g. wages or vacation pay or paid sick leave or other paid leave) from the Board;
- (g) In accordance with the Labor Board decision dated September 1984, for the purpose(s) of determining who shall be involved with the Board in determining testing procedures for a position, the term "Entry Level Position" shall be defined as Supervising Vice Principal. This means that the testing procedures for all administrative positions other than Supervising Vice Principal shall be determined by the Board and S.A.W. The testing procedure for Supervising Vice Principal shall be determined by the Board, S.A.W. and the teachers' bargaining unit representative. The determination of the Entry Level Position

does not limit who may apply for and be tested for a vacant administrative position;

- (h) The term "Administrator Seniority" shall mean the term of service rendered by a bargaining unit employee in any and all present or past positions of the administrators' bargaining unit;
- (i) The term "Administrative Seniority" shall mean for the purpose of testing for positions within the administrators' unit of the Department of Education, that term of service rendered by the applicant to the date of closing for applications in any and all present or past administrative positions;
- (j) The term "Lateral Transfer" shall mean that procedure of movement within the administrators' unit between the positions of High School Vice Principal, Elementary School Principal, Middle School House Principal, and the various Supervisors' positions (e.g. Technology Education, Reading, Audio-Visual, Physical Ed. and Special Ed.) as may be exercised by the Board in lieu of "open promotional examinations". Lateral transfers shall be permitted only within the same job classification, i.e. High School Principal to High School Principal, Middle School Principal to Middle School Principal, High School Vice Principal to High School Vice Principal, Middle School House Principal to Middle School House Principal, K-5 Principal to K-5 Principal, 12-Month Supervisor to 12-Month Supervisor. Administrators shall not move from one job classification to another by means of lateral transfer.
- (k) The term "promotion" is herein defined as an appointment to a position of greater responsibility and/or higher status in the organizational structure of the Waterbury School System, be it express or implied. If there is a dispute under this definition then it shall be determined by the maximum salary of the position in question.

ARTICLE II RECOGNITION AND DURATION

Section 1. Subject to, and in accordance with, the provisions of Sections 10-153(a) through 10-153(g), as amended, the Board recognizes S.A.W. for purposes of professional negotiations as the exclusive representative of all persons employed by the Waterbury Board of Education in positions requiring an intermediate administrator or supervisor certificate or the equivalent thereof, excluding:

- (1) The Superintendent of Schools;
- (2) Assistant Superintendent(s);

- (3) The Director of Business and those employees who are directly responsible to the Board for personnel relations or for the preparation of the budget of the Board of Education;
- (4) Temporary substitutes;
- (5) All non-certified employees of the Board of Education;
- (6) Certified employees in positions requiring only teaching certificates;
- (7) Other employees excluded for the purpose of Section 10-153(a) through 10-153(g) of the General Statutes of Connecticut, as amended.

Section 2. The parties agree to continue to follow a policy of not discriminating against any employee or member or person covered by this Agreement on the basis of race, color, creed, national origin, disability, sex, sexual orientation, marital status, age or residency. The provisions of this section are provided for informational purposes only, and shall not be subject to the grievance procedure.

Section 3. During the term of this Agreement there shall be no strike, slowdown, suspension or stoppage of work, or picketing in any part of the Board's or City's operations by any employee or employees covered by this Agreement. Remedies shall be limited to those provided for, and available under, the Teacher Negotiating Act, as amended.

Section 4. The parties agree to negotiate in good faith to secure a Successor Agreement in accordance with the provisions of the Teacher Negotiating Act, as amended.

Section 5. This Agreement shall be effective and binding upon the parties as of July 1, 2003; unless a different effective date is prescribed in this Agreement; and this Agreement shall remain in full force and effect until June 30, 2006.

ARTICLE III DUES DEDUCTION

Section 1. In accordance with the authorization prescribed by Section 3, hereof, the Board agrees to deduct from administrators' salaries, dues or service fees for the S.A.W., C.E.A., N.E.A. and A.F.S.A., ESPAC, and any other mutually agreed upon professional organization. The administrator shall individually and voluntarily authorize the Board to deduct such dues and agency fees and transmit all such monies to S.A.W.

Section 2. Each of the associations named in Section 1 above shall certify to the Board, through S.A.W., in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues or service fees shall so notify the Board, via written notice from S.A.W., thirty (30) days prior to the effective date of the change of amount to be deducted from administrators' salaries.

Section 3. Each administrator who desires to authorize such deductions as prescribed by Section 1 and/or Section 2 hereof, shall file with S.A.W. for the transmittal to the Comptroller's Office a signed and dated "Dues Authorization Card" containing the following: name and address of administrator; name(s) of the organization(s) for which dues are to be deducted; a statement authorizing the Board to deduct from his earnings and remit to the Treasurer of S.A.W. an amount of money equal to the dues required for membership in the organization(s) so specified; a waiver of all right(s) and claim(s) against the Board and the City of Waterbury, and the officers and agents thereof for monies deducted and remitted in accordance with such authorization; and an agreement that such deductions and remittances shall continue as so authorized for the balance of the school year and succeeding years unless and until such administrator notifies the Board, in writing, of his desire to discontinue or to change such authorization.

Section 3(a). Administrators who do not authorize dues deductions shall pay a service fee. Such fee shall be deducted in equal amounts from July through June.

Section 3(b) S.A.W. agrees to defend and hold the Board harmless as a result of any action the Board is required to take as a result of any written notice given it by S.A.W. per the provisions regarding withholding of dues and service fees.

Section 3(c). Administrators who elect to pay in one (1) lump sum must do so by July 1 of each school year. If payment is not made by that date then an automatic process of payroll deduction for either membership dues and service fee shall go into effect with those appropriate amounts to be transmitted to S.A.W.

Section 4. No later than July 15th of each year, the Board shall provide S.A.W. with a list of those employees who have authorized dues deductions or are paying service fees. Monthly thereafter, the Board shall provide S.A.W. with such lists, noting thereon any additions to, or deletions from said list.

Section 5. Administrators shall be eligible to participate in a Tax Shelter Annuity Plan established pursuant to United States Public Law No. 87-370 and/or the City's Deferred Compensation Plan. Deductions shall be made in accordance with the provisions of Section 6 thereof. All companies on record as of July 1, 1979 who have acted as active participants as of that date shall be continued as recognized TSA companies. In the event any additional companies desire to participate, they shall first be approved by a joint committee of the Waterbury Board of Education and S.A.W. who will determine if such company can adequately service the annuitants. Further, the TSA company must guarantee a minimum of five (5) participants within one year or else such company should lose its accreditation. Criteria for approval of new tax shelter annuity companies: (a) The existence of an Agency Office, a number of agents operating out of said office; (b) the location of an office in the State of Connecticut; (c) the degree of service available to administration participants; (d) the reliability of the applying company; (e) the variety of programs offered; (f) the length of time the company had been in existence both in state and out of state; (g) the guarantee of a

minimum of ten (10) participants a year in the program; (h) the company shall not require any signature, other than the employee participant on any application.

Section 6. General Deductions

Deductions shall be made from the administrator's paycheck for the following items in accordance with the following schedule:

SUBJECT OF DEDUCTIONS PAYCHECK SCHEDULE OF DEDUCTIONS

- Premium Cost Shares for Health Insurance as set forth in Article XV
- S.A.W., C.E.A., N.E.A. DUES, service fees, AFSA, ESPAC, Waterbury Teachers FCU
- Equal installments from 1st and 2nd paycheck of each month over a 12-month period (July through June)
- State pension, Annuities
- Equal installment 1st and 2nd paycheck of each month over a 10-month period (September through June)
- Life Insurance and United Way
- 1st paycheck in each month over a 12-month period (July through June)
- Washington National Insurance Co. (or its successor health and accident insurance company as authorized by S.A.W., C.E.A., N.E.A.)
- 2nd paycheck in each month over a 12-month period (July through June)
- The City's Deferred Compensation Plan, City Pension, Income Tax Withholding, and U.S. Savings Bonds
- Every paycheck

Any other deductions shall be made in accordance with a method agreed upon by the affected administrators and the Board.

ARTICLE IV SALARIES

Section 1. Salaries for all employees employed in positions represented by S.A.W. and covered by this bargaining unit are set forth in Appendix A attached hereto and made a part

hereof. In addition, the work year for each bargaining unit position is listed in Section 2 of Article V hereof.

Section 2. (a) As to those employees who as of the appropriate dates, hereinafter set forth, have completed the required semester hours of approved study beyond their sixth year there is to be payment of an increment, hereinafter referred to as the increment prescribed by Section 2, which increment is to be paid in accordance with the itemization listed below:

6th yr. + 15*	\$1,100.00 per year
6th yr. + 30	\$1,300.00 per year
Ph.D./Ed.D degree	\$1,500.00 per year

These amounts shall be in addition to the amounts prescribed by Appendix A, and shall be paid as part of the regular paycheck received by the employee.

*The increment for 6th yr. + 15 semester hours shall be payable only to those administrators who were eligible for such increment prior to July 1, 1996.

(b) Any employee who is entitled to receive the increment prescribed by Section 2 hereof shall be paid the additional amount of monies, as a part of, and pro-rated on an annual basis through, the regular paycheck provided he was the recipient of the necessary academic requirements for the increment (prescribed in Section 2(c) hereof) as of the September 1st or March 1st of any given calendar year, immediately following the recording of proof of completion of the said degree and/or credits with the office of the Superintendent of Schools. A thirty (30) day grace period to October 1st or April 1st shall be allowed for presentation of these credits following the completion of the summer Term or of the Fall Term, respectively.

(c) In order for the employee to be entitled to the increment, additional study, in order to be credited for entitlement to said increment, must be completed in a planned program of an accredited institution of higher learning recognized by the Connecticut State Department of Education. The program must have been approved by the proper authorities of that institution and the Superintendent.

Section 3. Each employee shall have his total annual salary including, in addition to his basic annual salary prescribed by Schedule A, the increment, if appropriate, prescribed by Section 2 hereof divided into twenty-six (26) equal payments and payable to him in twenty-six (26) equal installments commencing with the first paycheck of July and on every second Friday thereafter during the term of this Agreement or until the employee's services are terminated, whichever event first occurs.

Section 4. (a). Newly appointed members of the S.A.W. bargaining unit shall be placed on the lowest step of the salary scale in the respective appropriate schedule of salaries, unless the Board of Education, upon recommendation of the Superintendent, so determines that a higher step is warranted for newly appointed members with certified experience. All such exceptions will be forwarded to S.A.W. for informational purposes only.

(b) Any S.A.W. member promoted to a higher position or classification within the bargaining unit shall be placed at a step level which has a salary immediately higher than his/her current salary plus one additional step in the new position unless the Board of Education, upon recommendation of the Superintendent so determines that a higher step is warranted due to circumstances of consideration. All such exceptions will be forwarded to S.A.W. for informational purposes only.

(c) For any promotion there will be a six (6) month (excluding July and August) probationary period from the effective date of the appointment.

(d) In years in which salary advancement is given, for purposes of advancement on the salary scale, any administrator serving in a S.A.W. position as of January 1 of a given year shall move to the next highest step on the salary schedule for the following July 1.

Section 5. Payment Option. At the election of the employee, the Board shall make available direct deposit of paychecks to an institution of the S.A.W. member's choice.

ARTICLE V WORK YEAR, HOURS OF WORK AND SCHOOL HOURS

Section 1(a). The following guidelines represent the Board policy, under normal professional-academic conditions, relative to the work year, hours of work and the number of hours that school is in session for the children. Since S.A.W. represents professionals of the highest caliber, it recognizes that the guidelines are just that, guidelines only, and S.A.W. and the individual employees understand and agree that the professional requirements and the interest of the students, buildings and program which they supervise and the professional goals and programs of the Board and of S.A.W. members demand a flexible interpretation and implementation of these guidelines. The agreed working motto of the Board and of S.A.W. is "Professional First". Thus clock watching either by the Board or by S.A.W. will not be countenanced. By the same token, the Board agrees and understands that the bargaining unit members of S.A.W. are professionals and thus should not be expected to be time clock punchers.

Neither the Board nor the Superintendent nor the Assistant Superintendent nor any higher echelon bargaining unit member should utilize this procedure to harass a bargaining unit member.

The Board and S.A.W. are attempting a "two way street" of professionalism and mutual confidence and respect.

Section 1(b). Members of the bargaining unit will be afforded the right to participate at the rate of \$30 per hour in committees, assignments, activities or tasks which necessitate commitments by the administrator in excess of the normal work hours and/or days as defined in Article V, Section 2. This payment only applies to programs not locally funded which

specifically provide and fund such payments. An Administrator shall not be precluded from incorporating such allocation in the writing of the grant.

Section 2(a). Hours of Work

The normal, basic work day for bargaining unit members is as follows: During the days that schools are in session, employees shall work a minimum of a seven (7) hour day. For those employees who are not assigned to administer a particular school or school building, and who wish to take a more traditional, more leisurely lunch break, their work day may be reviewed with the Superintendent so that there is adherence to the concept of a basic minimum seven (7) hour work day, bearing in mind, however, at all times the aforesaid working motto of the Board and of S.A.W. that the concept of "Professional First" is of paramount importance. Under normal circumstances no Administrator assigned to a specific school or school building should take a lunch break, during normal school hours, away from the school building to which he is assigned.

Administrators assigned to a specific school or school building shall gear their work schedule so that they report to work in sufficient time prior to the opening of school, so that the safety of the children who arrive early, or who are bused to school, is insured and to see to it that the separate personnel who are designated to perform "Busing Duty" are in place and that the "Busing Routine" and monitoring of students in the school building is proceeding in a normal and orderly fashion.

Section 2(b). Work Year

The work year for this bargaining unit consists of two separate categories: the twelve-month work year and the ten-month work year. Intertwined with the concept of "work year" is the concept of "vacation" time off and time off for school holidays. Section 3 hereof lists the holidays on which employees shall not be required to work. Bargaining unit members shall be entitled to take as vacation time the Christmas recess and the Spring recess, as well as any additional days within their work year as defined in Article I, Section 8(d), which exceed their prescribed number of working days, as defined in said Section, upon appropriate notice to the Superintendent and subject to the provisions of Section 4 below.

Within the framework of the above guidelines, the work year for the bargaining unit positions is as follows:

POSITION	WORK YEAR
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High School Principal Middle School Building Principal, High School Vice Principal, Middle School House Principal and all 12-month Supervisors	12 months
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Twelve-month administrators shall work 215 days in 2003-04, 217 days in 2004-05, and 219 days in 2005-06.

K-5 Principal, Supervising Vice Principal, and all 10-month Supervisors	10 months
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Ten-month administrators shall work 198 days in 2003-04, 200 days in 2004-05, and 202 days in 2005-06.

Section 3. On the following holidays, no employees shall be required to work unless school is in session:

New Year's Day	Columbus Day
Dr. Martin Luther King Day	Veterans' Day
Lincoln's Birthday	Thanksgiving Day and the
Washington's Birthday	Friday thereafter
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day (July 4)	New Year's Eve Day
Labor Day	

In the event that school is held on Lincoln's Birthday or on Washington's Birthday, bargaining unit members must work that holiday with no claim for additional pay.

Section 4. No bargaining unit member shall be eligible to take vacation at any time while school is in session, without the express written approval of the Superintendent or his or her designee.

Section 5. Upon the death or retirement of the persons holding the positions listed in this Article, S.A.W. and the Board will negotiate the work year and conditions of employment for those positions as needs dictate.

ARTICLE VI PROFESSIONAL DEVELOPMENT

Section 1. When an employee's request for permission to attend a workshop, seminar or conference is approved in writing in advance by the Superintendent; or when the Superintendent so requests the employee; the employee's expenses while attending such a workshop, seminar or conference shall be paid by the Board, provided the Superintendent has placed a predetermined and express ceiling on the amount of such expense. Such expenses shall include only the expenses such employee incurs for his own meals, lodging and/or transportation and registration fees. If the employee uses his own automobile, the rate of reimbursement shall be the I.R.S. rate per mile. If the Superintendent denies the employee's request, the employee may appeal the denial to the Board.

Section 2(a). For the purpose of attending regional meetings, conferences, and other professional educational activities, an administrative expense account of \$7,000.00 for High Schools, Middle Schools, and Elementary Schools shall be allotted annually in the school budget and distributed by the Superintendent of Schools. Each High School shall be represented at such meetings as the Annual Meeting of the New England Association of Schools and Colleges, and the Annual Meeting of the Connecticut Association of Secondary Schools and Colleges, and the Annual Meeting of the Connecticut Association of Secondary Schools by the Principal or Staff member appointed by him to represent the school. The reasonable and necessary expenses incurred by the representative attending the meetings described in this sub-paragraph (a) shall be paid from this budgeted item to the extent of the unexpended balance; the Principal shall designate the personnel who shall attend these meetings, etc.

Section 2(b). For the purposes of attending regional meetings, conferences, and other professional educational activities, four hundred dollars (\$400.00) shall be allotted annually in the school budget for each Supervisor. Four hundred dollars (\$400.00) shall be allotted for each Director. Approval for the attendance, etc. and the reimbursement, and/or payment, of the expense shall be obtained from the Superintendent. If monies are available to any Supervisor or Director for these expenses, from state or federal grants or otherwise, then the allotment prescribed herein shall not be required.

Section 3. (a) Administrators who elect to take, and who successfully complete, graduate (post-college) level courses shall be reimbursed for the tuition cost of such course or courses up to a maximum of two hundred fifty dollars (\$250.00) per course and to a maximum of three (3) courses in any given school year, provided that as to the courses of study in Data Processing and Computer Science reimbursement shall be allowed in the amount of three hundred dollars (\$300.00) per course with a maximum of three (3) courses, and provided further that the administrator has attained, prior to taking the course(s), at least M.A. + 15 credits and provided that the Administrator takes the course in a graduate program or has the prior approval of the Superintendent to take, and receive reimbursement for, a course or courses that were not part of a graduate program. Courses completed after July 1, in any given school year, shall be counted as having been taken the next school year. Requests for

reimbursement shall be made prior to March 1. The reimbursement payment prescribed herein shall be paid not prior to the first week of July immediately subsequent to the date of the successful completion of the said graduate level course.

(b) To qualify for reimbursement, the Superintendent must have approved the accredited institution which offers the course, and must have approved either the specific course or the planned program in which it is taken.

ARTICLE VII ASSIGNMENTS AND TRANSFERS

Section 1. As soon as practicable and under normal circumstances, no later than June 1, Administrators shall be notified in writing of any changes in their programs or schedules for the next succeeding school year, including the schools and/or programs to which they will be assigned, and any special or unusual assignment that they will have. In the event of a change in circumstances or conditions during the period from June 2 to the opening of school, the Board may change assignments as required with written notice to the affected Administrator(s).

(a) An Administrator's involuntary transfer shall be made on the basis of qualifications and the best interests of the school system. Before any involuntary transfer is implemented, the Superintendent shall meet with the affected administrator (with S.A.W. representation, if requested) to discuss the matter. Upon request of the affected administrator, the reasons for implementation of any involuntary transfer shall be provided in writing.

(b) An Administrator who for the subsequent school year desires a change in program assignment and/or school assignments may file a letter of request for lateral transfer.

(c) Letters of request for lateral transfer shall be reviewed by the Screening/Interview Committee. The decision of the Committee shall be subject to ratification by the Board of Education. Decisions regarding transfers shall be final, and shall not be subject to the grievance procedure.

(d) For purposes of this Article VII, the term "lateral transfer" shall mean movement from one position to another within the same job classification (i.e. High School Principal to High School Principal, K-5 Principal to K-5 Principal, 12-Month Supervisor to 12-Month Supervisor, etc.).

Section 2. Any Administrator required to work in a higher pay classification during any work year shall be paid at the rate of that higher pay classification for the period of that assignment, if, and only if, the assignment in such higher pay classification is for more than five (5) work days. The first five (5) work days of such work in such higher pay classification, which work need not be continuous but may be cumulative, shall be considered to be necessary training and experience for that Administrator to work in a higher classification; however, it shall not be required that such Administrator repeat such five (5)

days of service in such higher pay classification at less than the rate of pay for that classification in succeeding work years, if he has already accumulated five (5) days of service training and experience in any preceding work year in the higher pay classification.

Procedures For Filling Vacancies and Newly Created Positions

Section 3. All vacancies or openings in positions requiring an intermediate administrator or supervisor certificate or equivalent thereof, excluding:

- (1) The Superintendent of Schools;
- (2) Assistant Superintendent(s);
- (3) The Director of Business and those employees who are directly responsible to the Board for personnel relations or for the preparation of the budget of the Board of Education;
- (4) Temporary substitutes;
- (5) All non-certified employees of the Board of Education;
- (6) Certified employee positions requiring only teaching certification; shall be filled subject to and in accordance with the procedures, requirements and methods agreed upon by and between the Board of Education of the City of Waterbury and S.A.W. or any successor representative of the administrator's unit, designated or elected in accordance with C.G.S. 10-153b.

For the purposes of this contract, a vacancy or opening occurs upon notification to the Board of the creation of a new position, retirement, resignation, death, promotion or termination of a person holding a bargaining unit position. Appointments to a temporary or acting position will not create a vacancy.

Examples of such notification are, but not limited to:

Death - the actual date of death

Resignation - the date the resignation is accepted by the Board

Termination - the date the Board votes to terminate

Retirement - the date a retirement becomes irrevocable

Transfer - the date the Board approves the transfer

When a new position is created or when it is known that an existing position will become open, the Board within thirty (30) days will determine whether or not to fill the position. Once a determination is made to fill the position, the posting of the opening will occur within ten (10) days.

Section 4. Upon the occurrence of a vacancy, the creation of a new position, or the Board's acceptance of a resignation, the Superintendent of Schools shall notify the administrators by posting the opening within thirty (30) days and any eligible candidate for movement to such position by lateral transfer shall file his request for such transfer with the

Superintendent's Office not later than five (5) school days after the date of the Superintendent's posting.

(a) While the Board is in the process of filling the position, it shall be filled by a "temporary appointment." Under normal conditions (i.e. retirement, etc.), it is the intent to have someone appointed to the position as soon as possible with the appointment to become effective at the time the position actually becomes vacant. Except in extraordinary circumstances, no acting appointment shall exceed twelve (12) months. In cases involving vacancies, no acting appointment shall exceed six (6) months.

Section 5.

(a) Decisions regarding the requisite qualifications for any vacancy shall be made by the Department of Human Resources. Decisions regarding the requisite certification shall be made by the Department of Human Resources and shall be in accordance, at a minimum, with the laws and regulations regarding certification.

(b) The initial screening to determine which applicants are qualified for the vacancy shall be conducted by the Department of Human Resources. The Department shall forward the files of all applicants who are qualified for the vacancy to the Screening Committee.

(c) The Screening/Interview Committee shall consist of two central office administrators of the rank of Superintendent or Assistant Superintendent, the President of the Board of Education or his designee. In cases of a vacancy at an inter-district magnet school, a board member or Superintendent of the other sending school districts shall be entitled to participate in the process.

(d) The Screening/Interview Committee, using the criteria set forth below, shall determine which applicants shall advance to the interview stage. After completing the interviews, the Committee, employing the same criteria set forth below, shall submit to the Superintendent a list in alphabetical order of at least three names of the best-qualified candidates. Prior to the submission of the names to the Superintendent, the credentials of those applicants will be verified.

(e) From said list, the Superintendent shall submit three names in alphabetical order to the Board of Education. The Board may select and appoint any one of the three persons to said vacant position. The Board will make its determination within thirty (30) days of receiving the list from the Superintendent.

(f) The Board and S.A.W. recognize that it may not always be possible to adhere to the number of names specified in (d) and (e) of this section due to the type of position to be filled. If such is the case, then the Screening Committee may submit fewer than three names or request re-posting of the position.

(g) At every stage in the process, the criteria for evaluating the applicants, which will be established in writing by the Committee for each position, shall be:

1. The best interests of the educational system;
2. The qualifications required for the position;
3. Previous job performance and work record of the applicant;
4. Previous administrative experience.

(h) Under normal circumstances (i.e. retirement, etc.), bargaining unit positions referred to in this section shall be filled within four (4) months from the closing date for applications.

(i) All applicants who are current S.A.W. members shall be given reason(s), upon written request, in writing in the event of non-selection for any such vacancies. Decisions by the panel shall be final and shall not be subject to the grievance procedure.

Section 6.

(a) The successful applicant for an initial position in the bargaining unit will serve a probationary period of twelve (12) months. A successful applicant from the bargaining unit will serve a probationary period of nine (9) months. In any probationary period, the months of July and August will not be considered as part of the time specified above.

(b) When it is determined that the individual during his probationary period is not satisfactorily performing the duties of the new position, he will be notified in writing of such. Such notification will specify the areas of weakness and will be issued in such time as to allow a reasonable opportunity for the individual to correct any deficiencies prior to the completion of the probationary period. The primary evaluator during the probationary period will be the individual specified in the Teacher Evaluation Plan.

(c) Any employee who does not successfully complete the probationary period will, if he was in a bargaining unit position prior to appointment to this new position, be placed back in his previous position if still open or in another vacant bargaining unit position which is at the same or lower level than the previous position the individual occupied and for which he is qualified. If the individual moves into a lower paying position, then for a period of one year he will be paid at a rate no lower than the rate he received in his previous position from which he bid. If no position is available, then the individual may exercise his rights pursuant to the reduction in force language in the collective bargaining agreement and State Statute.

Section 7.

(a) This procedure shall apply to all appointments within the bargaining unit with the exception of supervising vice principals.

(b) Any employee who is currently in his position as a result of civil service testing will retain all rights provided under civil service prior to this article going into effect as long as such person shall remain in such position.

Section 8. Reduction In Force

(a) S.A.W. recognizes the Board's right to reduce the number of administrative positions or to lay off bargaining unit personnel. If such a drastic situation arises, the priority shall be to effect reduction in the number of administrative positions rather than to lay off.

(b) For the purpose of the Section, the reduction of the number of administrative positions may result in the involuntary transfer of an administrator to another professional position within this bargaining unit.

(c) An Administrator shall retain his tenure status as defined in the Teacher Tenure Act.

(d) The Board decision and rationale for reduction in force shall be shared with all affected Administrators and with S.A.W.

(e) In the event of the elimination of an administrative position covered by this Agreement, the Administrator holding said position may be transferred by the Board to any other position covered by this Agreement for which the Administrator holds proper certification and qualifications as follows:

1. Any administrator relieved of his/her duties because of reduction of staff or elimination of position shall be offered an administrative vacancy, if one exists, in his/her classification for which he/she is certified and qualified.

2. If there is no existing administrative opening in his/her classification, the displaced administrator shall be offered the position of an administrator who has the least seniority in his/her present classification, provided he/she is certified and qualified for the position.

3. If there is no existing administrative vacancy in his/her classification and the displaced administrator has the least seniority in his/her present classification, he/she will be offered an administrative vacancy, if one exists, firstly, in the next highest administrative classification below that occupied by the displaced administrator and, secondly, in any other lower classification, for which the displaced administrator is certified and qualified.

4. If there are no existing administrative vacancies in any administrative classification, and the displaced administrator has the least seniority in his/her present classification, but has administrative seniority over an administrator in another

classification for which the displaced administrator is certified and qualified, the displaced administrator will be offered such position, firstly of the administrator occupying the highest classification below that which the displaced administrator occupied and, secondly, any other position occupied by the least senior administrator in any other lower classification.

5. For purposes of this Article, administrative classifications shall be ranked as follows:

- (i) High School Principal
- (ii) Middle School Building Principal
- (iii) High School Vice-Principal
- (iv) Middle School House Principal
- (v) K-5 Principal
- (vi) Supervisor (12 Mo.)
- (vii) Supervisor (10 Mo.)
- (viii) Supervising Vice-Principal

6. The Superintendent of Schools shall determine whether an administrator is qualified under this Article to displace another administrator within the bargaining unit, provided that the Superintendent's decision shall be reasonable. Decisions resulting in termination from the school system are not subject to the grievance procedure, but shall be appealable through Section 10-151 C.G.S. (the so-called Teacher Dismissal Act). Decisions resulting in displacement within the school system shall be subject to the grievance procedure.

7. In the event an administrator is displaced to an administrative classification with a salary schedule lower than that which the displaced administrator would have enjoyed, such administrator's salary shall not be reduced more than one thousand (\$1,000.00) dollars per year until the appropriate level on such salary schedule for the new position is reached.

8. Paragraph 7 above shall also be applicable to administrators who may be involuntarily transferred, or who may have had their position modified, as part of a reorganization of position(s) or otherwise, provided said changes are not the result of disciplinary action or unsatisfactory performance relative to such administrator, which actions shall not be taken without just cause.

(f) An Administrator whose position has been reduced, and who has not received another administrative position pursuant to the procedure described above, shall be eligible for a position in the teachers' bargaining unit for which he is certified and qualified, on the basis of the reduction in force procedure in the teachers' collective bargaining agreement. Such Administrator's salary shall not be reduced by more than one thousand (\$1,000) dollars for the first year of service in said teaching position. After the first year, such Administrator shall be placed on the appropriate level of the teachers' salary schedule negotiated between W.T.A. and the Board according to his or her years of service to Waterbury Public Schools. Any Administrator who remains in the employ of the Board pursuant to this sub-section shall

become a member of the teachers' bargaining unit as of the date the Administrator resumes teachers' bargaining unit duties.

(g) Any Administrator laid off as a result of reduction in force shall have the privilege of placing all sick days on hold to be restored upon rehiring, or (if he/she is otherwise eligible for retirement, whether or not he or she actually retires) electing payment of unused sick days in accordance with the procedure in Article VIII Section 2(a) of this Agreement, provided that the Administrator is eligible for retirement under the Teachers' Retirement Board definition of "normal retirement," and he/she actually retires.

(h) Recall shall be effectuated utilizing first, certification for position of administrator, second, seniority as an administrator, third, city-wide seniority, and fourth, the date on which the individual administrator signed his teaching contract. If all four (4) items are exactly the same, the Board shall determine who is to be recalled. All such administrators so affected by R.I.F. shall retain rights to further administrative vacancies for a period of five (5) years.

(i) Upon his return to an administrative position level, he shall be placed on the same step of the salary schedule on which he/she was at the time of the layoff, Schedule A, for the position to which he returns.

(j) Upon his return an administrator shall be assigned to the position held at the time of the reduction, if possible, or to a position within his certification and qualifications.

(k) While on layoff, and not in the employ of the Board in any capacity, the Administrator will have the option when permitted by statute or the insurer, to remain an active participant in health insurance programs for the duration of the recall period, by contributing the full amount he would have been required to contribute, plus the amount the City would have had to pay for said group rate.

(l) An Administrator may be removed from the recall list for the following reasons:

1. He waives recall rights in writing;
2. He resigns;
3. He fails to accept the recall to the position held immediately prior to reduction or to a substantially equivalent position;
4. He fails to report to work in a position that he has accepted, unless such employee is sick or injured.

(m) If an Administrator has secured temporary employment elsewhere, he shall be allowed thirty (30) calendar days of time before being required to report back to work with the Board.

(n) In the case of a tie in the bargaining unit seniority of an administrator, the following shall be used to determine seniority for purposes of this reduction in force

procedure: (i) if years of service as a bargaining unit administrator in Waterbury are equal, then the date of the board appointment of the administrator to the administrative bargaining unit shall control; (ii) if there is still a tie, then City-wide service as a teacher and bargaining unit administrator shall be applied; (iii) if there is still a tie, then out-of-district service as an administrator shall be added; (iv) finally, if there is still a tie, then out-of-district teaching service shall be added.

ARTICLE VIII LEAVES

Section 1. No later than October 1 of each year, every employee employed by the Board shall continue to receive an individual statement containing the number of his unused, accumulated leave days (e.g., sick, personal, etc.).

Section 2. Upon the retirement or death of an employee, said employee or his estate shall be paid the equivalent of fifty (50) percent of his accumulated sick leave (as the term "sick leave" is defined in Section 3 hereof), over and above his regular compensation. The maximum amount of sick leave an employee may accumulate for this purpose shall be limited as follows:

- a. Employees hired on or before June 30, 1996, may accumulate up to their actual accumulation as of June 30, 1996, or 200 days, whichever is greater, valued at the employee's per diem rate of pay on June 30, 2001, computed by multiplying such employee's annual base salary as of June 30, 2001 by 1/190.
- b. Employees hired or rehired on or after July 1, 1996, but not later than June 30, 1999, may accumulate up to 150 days, valued at the employee's per diem rate of pay on June 30, 2001, computed by multiplying such employee's annual base salary as of June 30, 2001 by the number of days said administrator is required to work, by contract, in his or her final year of employment.
- c. Employees hired or rehired on or after July 1, 1999, shall be ineligible to receive any payout of sick leave, except as provided in Section 2(d) below.
- d. An employee hired on or after July 1, 1999, who, immediately prior to being hired into the bargaining unit, was a member of the Waterbury Teachers' Association (WTA), and had rights to receive a payout of sick leave under the terms of the collective bargaining agreement between the Board and WTA, shall retain his or her rights to payment of unused WTA sick leave upon death or retirement. Such employee's sick leave accrual shall be subject to the same limitations and calculations applicable to employees described in Section 2(b) above, except that his or her accrual for payout purposes, when combined with any days accrued as a member of the bargaining unit, cannot exceed 180 days. For purposes of computing the value of accumulated sick days under the formula prescribed in Section 2(b) above, such employee's annual base salary as of June 30, 2001 shall be the salary applicable to the position and corresponding step into which he or she was hired into the bargaining unit, as of June 30, 2001.

For the purpose of this Section, the phrase "retirement" shall mean the retirement of the employee pursuant to the City of Waterbury Retirement System and/or the State of Connecticut State Teachers' Retirement System, but shall not include any employee terminated because of insubordination, moral misconduct, or other intentional wrongdoing.

Notwithstanding any provision of this Agreement to the contrary, any administrator entitled to receive a payment for accumulated sick leave shall receive such payment beginning twenty four (24) months following retirement, if and only if, the administrator provides written notice of his or her intention to retire on or before March 1 of the year in which the administrator intends to retire. If the administrator fails to provide such notice prior to March 1, he or she shall become eligible to receive payment for accumulated sick leave to which he or she is entitled commencing with the thirty-seventh (37th) month following his or her retirement.

The administrator will receive his or her accumulated sick leave in five (5) equal annual installments provided that no such payment is less than \$10,000 per year, or in annual payments of \$10,000 until completely paid. The City reserves the right, in its discretion, to accelerate payment.

Section 3. For the purpose of Division A of this Article VIII, sick leave is defined as the absence from work because of illness or injury which illness or injury is not compensable under The Connecticut Workers' Compensation Act, or absence from work for medical or dental treatment which cannot be scheduled during the employee's non-working hours. Sick leave shall be granted without loss of the employee's normal pay (for the workday or portion thereof involved) to the extent of the employee's sick leave eligibility as hereinafter prescribed. Each employee shall be credited with sick leave entitlement, as hereinafter noted, for each complete work month in pay status with the Board, as an Administrator, subsequent to July 1, 1996 and carry forward on that date unused sick leave accumulated as of June 30, 1996. The said unused sick leave carried forward to this Agreement, together with the sick leave eligibility accrued in accordance with the provisions hereof, shall be unlimited. The sick leave eligibility for the period commencing July 1, 1996 shall be eighteen (18) working days for each work year for twelve (12) month employees and sixteen (16) working days for each work year for ten (10) month employees. In accordance with the past practice of the Board in implementing the provisions of the contract between the Board and the representative of the former bargaining unit of which S.A.W. unit employees were members (which past practice was based upon the Board's and the employee's interpretation of Section 10-156 of the Connecticut General Statutes), the Board agrees that effective July 1 of a given fiscal year for twelve (12) month employees and September 1 of a given fiscal year for ten (10) month employees, each such employee on the respective dates noted shall accrue, as of the aforesaid dates, the appropriate number of sick days in his sick bank for that fiscal year.

Section 4. In the event of absence of an administrator for illness in excess of four (4) consecutive working days or a pattern of days absence occurs, the Superintendent may, if he has reasonable cause to believe there is an abuse of sick leave policy, require an examination by a mutually agreed physician, providing such examination is at the Board's expense.

Section 5. Whenever an administrator has exhausted his sick leave, or whenever special or unusual conditions exist, he may request the Superintendent for an extension of sick leave, which may be granted by the Board which shall review all such applications. In determining whether such request should be granted, the Board will consider all factors, such as, but not limited to, length of service and previous sick leave. In the event the request is denied, the administrator may process the denial through the grievance procedure contained in Article XIV hereof, provided, that if the matter goes to arbitration, the arbitrator shall only determine whether, in denying the request the Board acted capriciously or treated the administrator involved unfairly or inequitably.

Section 6. Any member of the City of Waterbury administrative or teaching staff shall be permitted to contribute days from his/her sick leave accumulation to administrators who suffer prolonged illness and whose sick leave accumulation has been exhausted. The S.A.W. shall notify the staff when an individual administrator has exhausted his/her sick days. A "Sign-Up" sheet shall be provided in the Superintendent's Office for the purpose of donating day(s) to the affected administrator. Individuals may donate up to twenty (20) days per academic year. Additional days may be donated with Board approval. Donated days which are not used by the affected administrator shall be returned to the donor(s). (Example: If the affected person, and the affected person only used days one (1) through twenty (20), then days twenty-one (21) through twenty-five (25) shall be returned to those whose signatures are on the "Sign-Up" sheet for unused day(s).)

B. Sabbatical Leave

Desiring to reward professional performance and encourage independent research and achievement, upon recommendation by the Superintendent and approval of the Board, a sabbatical leave shall be granted for approved scholarly programs, whether or not carried on in an academic institution, when the following conditions are met:

Section 1. No more than three percent (3%) of the administrator staff shall be absent on sabbatical leave at one time.

Section 2. The administrator's written application for sabbatical leave is received by the Superintendent, no later than March 31st of the year preceding the school year for which the sabbatical leave is requested. Such application must include a statement of the nature of the course of study to be pursued and the benefits to be derived from such course of study by the Waterbury System. In emergency situations the March 31st filing date may be waived by the Superintendent. An Administrator receiving such leave privilege would continue to receive benefits that he would have received had he not been on such leave.

Section 3. The Administrator has completed at least seven (7) consecutive full school years of service in the Waterbury School System and at least seven (7) consecutive full years of service in the Waterbury School System since his last sabbatical leave. Such time limits may be waived by the Board for exceptional circumstances.

Section 4. Prior to the granting of the application by the Board, the Board and the Superintendent must determine that the proposed course of study will constitute, upon the return of the Administrator from such leave, a present significant benefit to the Waterbury School System. In making such determination, the Board and the Superintendent shall examine the following factors: The nature of the course of study; the academic institution involved, if any; the instructors or mentors involved, if applicable; the present and future needs of and the educational priorities of the system; and the educational background of the applicant.

Section 5. Administrators on sabbatical leave shall be paid at the rate of seventy-five percent (75%) of his annual salary rate, provided that his total pay (that received from the City of Waterbury and that received by the result of any program grant) shall not exceed the Administrator's full annual salary rate.

Section 6. Any Administrator granted such sabbatical leave shall agree, by formal written agreement, incorporating the provisions of this Sub-Part B of this Article, to return to his employment in Waterbury for two (2) full school years subsequent to the conclusion of such sabbatical leave. The Administrator shall have the right to have S.A.W. review the said written agreement. In the event such Administrator does not return to the Waterbury School System, such Administrator shall be liable to the City of Waterbury in the amount of all the money received from the City of Waterbury (per the provisions of Section 5 hereof) as liquidated damages for his failure to abide by the aforesaid formal written agreement. Upon the Administrator's return to the Waterbury School System from sabbatical leave, he shall receive the same salary, as per the terms of this Agreement, as though he had not been on such sabbatical leave. In the event that the failure of the Administrator to complete two (2) full school years of service upon return from sabbatical leave is due to the Administrator's permanent total disability or his death, then he or his estate shall not be liable for the prorated liquidated damages hereinafter prescribed. If, upon the Administrator's return to the Waterbury School System, he does not complete one (1) full year, then he shall be liable for damages in accordance with the following formula:

360 less number of school days completed upon return	Multiplied by the amount of money received from the City
360	of Waterbury while on sabbatical leave.

Section 7. Payment to Administrators on sabbatical leave shall be made in accordance with the method of payment prescribed by Article IV hereof. The mailing of the paychecks to the Administrator on sabbatical leave shall be in self-addressed, postage prepaid envelopes provided by the Administrator.

Section 8. The provisions of Article VIII Part B shall not be subject to the grievance procedure.

C. Military Leave

Section 1. Administrators leaving the system for the purpose of serving in the Armed Forces of the United States shall be entitled to all the rights and privileges afforded to them pursuant to the National Manpower Training Act of 1947, as amended, and 1969 Public Act 788 of the General Statutes of Connecticut.

Section 2. Temporary Military Leave

(a) Temporary Military Leave shall be granted to employees covered by this Agreement in order to serve a period of active duty with the Reserves or National Guard. In no event shall this military leave exceed a total of thirty (30) days annually.

(b) If such thirty (30) days leave of absence is served during the period when school is in session, such employee shall receive his total regular salary from the Board, less the remuneration received by such person from the Government for such active Reserve or Guard Duty.

(c) Proof from the Branch of Service must be submitted to the Superintendent specifying that such service cannot be rendered at any other time. A statement of Military Orders shall be submitted by the employee to the Superintendent as soon as such are available.

(d) Such leave shall be in addition to personal days or any other leave periods as prescribed herein.

D. Personal Leave

Section 1.

Each Administrator shall be entitled to four (4) personal days per year. Personal days may not be granted on days immediately before or after school holidays or vacations except in the absolute discretion of the Superintendent.

Written application for such leave shall be made to the Superintendent, on a form supplied by the Superintendent, as far in advance as practicable and at least seventy-two (72) hours in advance, except in cases of emergency. In the emergency situation, the Administrator, when notifying the Superintendent's Office that he will not be reporting on the date in question, shall state that the reason for not reporting is "personal day - emergency" and shall thereafter file a written application for such leave within two (2) school days subsequent to the day that he returns to work.

E. Funeral Leave

Section 1. In each instance encountered, each employee shall be granted a leave of absence with pay, for four (4) school days, to be called funeral leave, in the event of a death to his immediate family. For the purpose of this paragraph the phrase "immediate family" shall be defined as meaning father, mother, brother, sister, spouse, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent, foster-child, foster-parent, stepchild, stepparent, or any relative domiciled in the employee's household at the time of said relative's death.

Notification, as soon as possible, shall be given to the appropriate supervising personnel in the event leave is to be taken in accordance with this provision. If the time of death of a member of the "immediate family" as defined in the first paragraph of this Sub-Part E shall occur during school hours and the Administrator leaves school upon the receipt of the news of the death, then this school day shall not be counted in the computation of the four (4) days of funeral leave with pay.

If, because of an emergency, more than four (4) working days elapse between the day of death and day of funeral, additional time may be granted without loss of pay.

F. Legal Leave

An employee shall be given leave without loss of pay when performing jury duty, or when subpoenaed by a legally enforceable subpoena, to appear before a court, public body, or before a commission in connection with City business. In the case of jury duty, the amount of the statutory juror's fee received by the employee shall be deducted from the pay due from the Board.

G. Voluntary Leave

1. For the illness of father or mother, brother or sister, husband, wife or child, an administrator may be absent without loss of pay. However, the Administrator shall receive the difference between the substitute Administrator's pay and his own pay if a substitute Administrator is utilized. Such absences in the aggregate shall not exceed five (5) days in any work year.

2. An employee who has been granted a leave of absence without pay for a period up to one (1) year (which leave of absence is granted because of personal illness and the employee has exhausted his sick leave entitlement prescribed by Sub-Part A hereof) may, at the expiration of that time, request the Board for an extension of not more than one (1) additional year.

H. Childbearing Leave

Section 1. Any administrator who suffers a disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth, and recovery therefrom, shall be required to utilize the sick leave entitlement (prescribed by Sub-Part A hereof). In the event that the administrator does not have sufficient sick days accumulated to cover her disability, sick leave without pay shall be granted upon request.

Section 2. In addition to, and independent of, the disability leave benefits prescribed by Section 1 hereof, any administrator shall be entitled, upon written request to, and approval of, the Superintendent, to an extended leave without pay not to exceed one year, but with the same health and life insurance benefits which would apply if the leave were with pay, in the event of pregnancy or for purposes of childrearing immediately following disability due to pregnancy, or immediately following adoption of a child. Any administrator who requests childrearing leave pursuant to the provisions of this Section shall return to work only at the beginning of the school year following the leave. All benefits to which the administrator is entitled at the commencement of such leave shall be restored upon the administrator's return and he or she shall be assigned to the position held at the time the said leave began, if possible, or to a substantially equivalent position. Every effort shall be made by the administrator to request leave at least sixty (60) days before the effective date. In cases of emergency, the time limits shall be waived. No advancement on the salary schedules shall be granted for any childrearing leave which, together with any leave taken under Section 1 above, extends for more than ninety (90) days of the school year.

I. Special Leave

Any Administrator may, upon written request to the Superintendent, and with the approval of the Superintendent and Board, be granted an unpaid leave of absence for the following reasons: Prolonged illness, needed rest (accompanied by a doctor's certificate); necessities of home; professional improvement when the Administrator is not eligible for sabbatical leave; employment as an Administrator at a United States Military installation abroad; or any other activity which would, in the opinion of the Superintendent, redound to the future benefits of the Waterbury School System.

All benefits to which the Administrator is entitled at the time of such absence including unused accumulated sick leave, city pension rights, and so on, shall be restored upon his return to the status as of the date of the commencement of such absence. He will be assigned to the position he held at the time said leave began, if possible, or to a substantially equivalent position. Request for such leave must be received no later than April 30 of the year preceding the school year for which the leave is requested. In case of emergency, the above date (April 30) may be waived with the permission of the Superintendent and/or the Board.

ARTICLE IX ADMINISTRATOR PROTECTION AND ACCOUNTABILITY

Section 1. Administrators shall forthwith report to their immediate superior, and shall confirm in writing as soon as practicable, all cases of assault suffered by them in connection with their employment.

Section 2. Such report shall be forwarded by the superior to the Superintendent of Schools, who shall then forward it to the Board of Education.

Section 3. The Board of Education shall comply with any reasonable request from the Administrator for information in its possession which relates to the incident or persons involved.

Section 4(a). If criminal proceedings are brought against an Administrator, alleging that he committed an assault in connection with his employment, the Board shall, upon request from the Administrator, retain legal counsel acceptable to both parties, to defend him in such criminal proceedings. However, if the Administrator pleads guilty to the original criminal charges of assault, or if he is found guilty of the original criminal charges of assault by the Court or by a jury, which finding is not overturned on appeal, then the cost of the legal counsel must be borne, and paid for in full, by the Administrator.

Section 4(b). If civil proceedings are instituted against an Administrator, an act of alleged negligence or other act, including an assault, resulting in accidental bodily injury to, or death of, any person, or resulting in the accidental damage to or destruction of property, within or without the school building, and/or alleged that at the time of such acts resulting in such injury, damage or destruction, the Administrator was acting in the discharge of his duties or within the scope of his employment by or under the discretion of the Board, then the Board shall upon request of such Administrator in such civil proceedings provided the office of Corporation Counsel of the City of Waterbury has not entered an appearance for such Administrator in such civil proceedings.

Section 5. Whenever an administrator is absent from school as a result of personal injury caused by an accident or an assault, arising out of, and in the course of, his/her employment, compensable under the Workers' Compensation Law, he/she shall be paid, in addition to his/her compensation payment, an amount which, joined with the compensation payment, will equal his/her full salary for a period of such absence. When allowed by law, the amount added to the administrator's compensation payment shall be deducted on a prorata basis from his/her annual and/or accumulative sick leave, and the additional payment shall cease upon exhaustion of the administrator's annual and accumulative sick leave. Under no circumstances shall an administrator absent from school receive total compensation greater than his/her net pay when he/she is not on leave.

Section 6. If an Administrator is absent because of illness due to a communicable disease (for example, but not limited to, mumps, measles, chicken pox, conjunctivitis and

mononucleosis) traceable to contact made in school, the absence shall not be charged against his annual or accumulative sick leave.

Section 7. Any professionally related activity within the work day and any activity beyond the work day which is approved by the Superintendent or the Deputy Superintendent shall be considered to be within the provisions of Section 10-235 of the Connecticut General Statutes, revision of 1958, as amended. This section shall in no way be construed to limit the applicability of the provisions of the said Section 10-235 of the Connecticut General Statutes.

Section 8. When an employee is attacked or otherwise molested in the performance of his duty, said injured employee shall immediately advise the Superintendent of the incident. If the said employee swears out a warrant against the alleged assailant, the said employee will be entitled to receive investigative support from the City in any consequent prosecution. Such support may consist of, but is not necessarily restricted to, disclosure of departmental records regarding any student or employee of the school department reported to it as the perpetrator of such assault and the results of any departmental investigation performed as a result of such report.

Section 9. In the event that an Administrator is called upon to meet with the Superintendent (and/or the Administrator's immediate supervisor) for the purpose of discussing the possibilities of being formally reprimanded or disciplined, the Administrator shall be given 24 hours prior notice except in extraordinary and/or emergency circumstances. S.A.W. representation shall be accorded to the Administrator if he or she requests such representation. The Superintendent or administrator requesting the meeting shall immediately confirm the reason for the meeting and the basis of the discussion. Such statement of confirmation shall be signed by the Administrator and the Superintendent of Schools; the signing by the Administrator is a statement acknowledging the fact of the meeting and not a statement of concurrence by the Administrator; as to any matters of notation within his record or discipline of him resulting from said meeting.

Section 10. Administrator Accountability

Administrators are responsible for the supervision of teachers in their building or department. This includes the scheduling and monitoring of student and teachers day, conducting teacher evaluations in accordance with Board policy, enforcing contractual and other educational requirements. Administrators will also cooperate with new educational initiatives implemented by the Board of Education.

Section 11. No Administrator shall be disciplined (exclusive of termination, which is controlled by section 10-151 of the Connecticut General Statutes), be reduced in status or pay (except as part of a reduction in force, pursuant to Article VII, Section 8), without just cause.

ARTICLE X LONGEVITY

Section 1. It is understood that longevity payments are included in the salary schedule and will no longer be paid.

ARTICLE XI ADMINISTRATIVE WORK LOAD

Section 1. It is understood that the proper staffing for administrative positions is the responsibility of the Board of Education. However, if requested, a committee from the Board, appointed by the President of the Board of Education will meet with a delegation from S.A.W. to review any staffing or work load problems that can be documented. The committee may make recommendations to the Board as a whole which will review such recommendations.

ARTICLE XII ADMINISTRATOR EXTRACURRICULAR ACTIVITIES

Section 1. Those Administrators who are "required to work" more than the number of work days listed below, shall be compensated at the appropriate daily rate for each work day worked beyond the number of days listed below: If the twelve (12) month employees who are granted seven (7) weeks of vacation do not receive the seven (7) weeks vacation and the number of school holidays prescribed by Article V hereof, then such Administrator shall receive $1/219^{\text{th}}$ of his base annual salary for each extra day worked; if Administrators who are scheduled to work a ten (10) month work year do not receive two (2) weeks of vacation during the Christmas and Spring recesses and one (1) less than the number of school holidays prescribed by Article V hereof, then that administrator shall receive $1/202^{\text{th}}$ of his base annual salary for each extra day worked beyond the amount prescribed herein or for each day he is required to work between June 30th and the opening of school of any calendar year.

Section 2. The Board shall reimburse any employee for any clothing or other personal property damaged or destroyed as a result of an activity or event which occurred during the course of his employment, or in aiding persons duly authorized to be at any regular or special school function at the time of the incident.

Section 3. The Board agrees that no employee who is required by the Board to collect money in connection with Board approved fund raising activities shall be responsible in the event of theft of the money, provided the employee takes reasonable precautions to guard against the theft.

Section 4. No member of S.A.W. shall be required to transport pupils and/or pupils' equipment in a S.A.W. member's private vehicle. However, in light of the professional conscience of S.A.W. members, the Board will agree that if a S.A.W. member volunteers to perform this function and if an accident occurs, then the alleged negligence of the employee shall be considered to have arisen out of, and in the course of, his employment with the Board.

ARTICLE XIII MISCELLANEOUS

Section 1. School Calendar

The Superintendent shall compile the school calendar for students, exclusive of storm and emergency days, and shall discuss said calendar with designated members of S.A.W. at least five (5) days prior to forwarding the calendar to the Board for approval. For K-5 Principals two days from their defined work year may be scheduled in mid August. These days will be mutually agreed upon by S.A.W., the Board of Education or its designee and the K-5 Principals.

Section 2. The City shall provide each administrative employee with a copy of this Agreement by June 15, 2003.

Section 3. Any item in this Agreement may be renegotiated if both parties agree to the need for renegotiation. In such a case, the same procedures as outlined in Article XVI (Consultative Procedure) shall be followed.

Section 4. When an Administrator is requested by the Superintendent to observe another Administrator's method and processes in the Waterbury School System, or when the Superintendent approves an Administrator's request, accompanied by recommendations of the Administrator's method and processes in the Waterbury School System, such observation shall occur on date(s) mutually agreed to by the observing Administrator, the observee, and the Superintendent. Such observation period shall be granted without loss of pay to the observing Administrator and will not be charged to any type of leave to which the observing Administrator is entitled per the provisions of Article VIII hereof.

Section 5. Each Administrator below who uses his automobile in the performance of his duties shall be reimbursed as per the current IRS rate.

Any Administrator who transports students who are left at school shall be protected by the provisions of Conn. Gen. Stat. Sec. 10-235.

Section 6. Each Administrator who receives vehicle reimbursement per the provisions of Section 5 of this Article shall transmit to the Superintendent's Office a statement indicating the amounts of automobile liability insurance on his private automobile in the amount of at least \$100,000 per person and \$300,000 per occurrence for bodily injuries and in the amount of at least \$20,000 for property damage liability per occurrence or a combined single limit of \$300,000, and indicating the name of the insurance company (including the agent's name), the effective date of the policy and the termination date thereof. Failure of the employee to transmit said statement to the Superintendent's Office within sixty (60) days of the date that he is authorized to receive the travel allowance prescribed by Section 5 hereof (or within sixty

(60) days of the renewal date of the underlying liability insurance policy) shall be grounds for the Superintendent to terminate the said authorization.

Section 7. If any provision of this Agreement is or shall be at any time determined to be contrary to law by a court of competent jurisdiction or contrary to the regulations of Connecticut State Department of Education by a court or by said Department, such provision shall be of no binding effect and shall not be applicable or performed except to the extent permitted by law. All other provisions of this Agreement, however, shall remain in full force and effect.

Section 8. (a) The parties recognize that the Board retains all rights it had prior to the signing of this Agreement, except as such rights, whether exercised or not, have been specifically relinquished or abridged in this Agreement.

(b) The parties further recognize that if any provision of this Agreement is contrary to a specific practice existing prior to the date of execution of this Agreement, then the provision of this Agreement shall prevail.

(c) This Agreement represents the complete and full understanding of the parties with respect to rates of pay, wages, hours of employment and other conditions of employment which shall prevail during the term hereof and any matters or subjects not covered herein covered have been satisfactorily adjusted, compromised or waived by the parties for the life of this Agreement.

Section 9. This Agreement constitutes the sole and complete Agreement between the parties and the provisions of this Agreement shall prevail and govern over any express contrary Board ruling or administrative regulation. This Agreement may be amended only by a written agreement similarly executed by the parties hereto in accordance with the procedure of Article XVI hereof.

Section 10. The Board shall continue to provide in the School Department a daily service for the distribution, pick-up and delivery of all interschool material (including pay checks and payroll reports) and all other mail from the "boxes" at the Central Office.

Section 11. In the event that an Administrator is absent for more than five (5) days but less than thirty-one (31) days, the Superintendent shall appoint a temporary administrator for the person's position, until the absent Administrator returns.

In the event that an Administrator is absent for more than thirty (30) days, or by reason of granted leave of absence, or for other reasons which have been approved by the Superintendent or Board, the Superintendent and Board shall appoint an acting Administrator to such absent person's position until his return. The Superintendent or Board in each instance of appointment listed above shall be guided by the following priorities:

(a) First, the appointment of an Acting Administrator shall be made on the basis of the credentials, certificated experience, administrative seniority and competency of the Administrators in the position immediately below that to be filled, as well as, the needs of any

particular program, instructional requirements, and best interests of the school system. The Superintendent and the Board may choose to offer to fill such absent or vacant position by an Administrator other than the most senior Administrator in the position immediately below that to be filled. Should the Board and Superintendent exercise their right to "pass over" the most senior Administrator, as the term has been explained above, the affected Administrator, shall, by right of review of such decision through the Grievance Procedures allowed in this Agreement in Article XIV alleging a passing over of him on grounds of incompetence or unsuitability.

(b) Second, the offer of an acting appointment to any person listed as qualified on a pending list for appointment to such position as in which the absence has occurred in the order in which their names appear on such list.

Section 12. Continuing and effective from July 1, 1983, an "Emergency Expenditure Fund" has been established in each "school" to be administered by its Chief Administrator. During the months of October and February of each school year, the Board shall issue drafts payable to the Emergency Expenditure Fund checking account of each "school" in the amount of one-half (1/2) of the total amount due that "school's" fund as per the provisions of this section. The amount due to the fund in each school year shall be based on the rate of fifty cents (\$.50) per pupil for each school year based on the enrollment for that "school" as of that school year. The use of this fund shall be for such purposes as the purchase of special learning materials, consumables such as test tubes and batteries, special subscriptions, supplementary recreational needs, and pupil emergency materials. Appropriate accounting of the expenditures from the fund shall be maintained by the principal in accordance with the guidelines established by the Superintendent and the Board and issued to the principals within the system.

Section 13. Each Elementary School shall be staffed with a full-time Clerk-Typist to perform secretarial services for the Administrative and staff members. High Schools and Middle Schools shall have sufficient clerical help available as the needs of the school require when requested by the Chief Administrator of that school approved by the Superintendent. In the event that an Elementary School is without a Clerk-Typist during the period of summer vacation and in the further event that the Administrator of such a school is in need of someone for a few days to perform secretarial services for such school's business, a Clerk-Typist shall be assigned from the Central Office by the Superintendent to such school to perform such services.

Section 14. A Clerk-Typist shall be assigned to the Departments of the following administrative positions:

Position	Number of Clerk-Typists
Supervisor of Reading	1
Supervisor of Industrial Arts, Physical Education and	1

Audio-Visual

**Supervisor of Special Education and
Supervisor of Learning Handicaps**

1

Additional Clerk-Typists shall be assigned to administrators, whether or not listed above, when requested of the Superintendent of Schools and the need is shown.

Section 15. The parties to this Agreement hold themselves responsible for mutual cooperative enforcement of all safety rules and regulations.

Section 16. Should an Administrator complain in writing that his work required him to be in unsafe or unhealthy situations, or in violation of acceptable safety rules, the matter shall be considered immediately by his immediate superior who shall report said complaint in writing immediately to the Superintendent and the Board of Education.

**ARTICLE XIV
GRIEVANCE PROCEDURE**

Section 1. Definitions.

A. A grievance is hereby defined as follows:

1. A claim by either an employee or a group of employees, S.A.W., or the Board that there has been an alleged violation, misinterpretation, or misapplication of a specific provision or group of provisions of this Agreement, or condition affecting the employee's health and safety.

2. An employee complaint or a complaint by S.A.W. concerning disciplinary action inflicted upon an employee shall be processed in accordance with the provisions of this Article.

B. Whenever the term "days" is used in this Article, such term shall mean regularly scheduled school days.

Section 2. All grievances shall be processed in the following manner:

A. Employee Grievances

Stage 1. (Informal)

The employee and a S.A.W. representative (if the employee so desires) shall discuss the grievance informally with the school official serving as the employee's immediate administrative superior. While the aforementioned discussion is mandatory, it shall have no effect on the running of the time limit of thirty (30) school days set forth in Stage 2, Level 1,

below within which a written grievance must be submitted to the employee's immediate administrative superior. Therefore, in the event it becomes apparent to the employee that the aforementioned discussion will not be held or completed within said thirty (30) day period, it is incumbent upon the employee to submit the written grievance to his immediate administrative superior in accordance with the provision of Stage 2, Level 1, below.

Stage 2. (Formal)

Level 1. In the event a grievance is not satisfactorily resolved as a result of the informal discussion held pursuant to Stage 1 above, the employee shall reduce the grievance to writing, setting forth a statement as to the grounds for the grievance and the Article and Section of this Agreement alleged to have been violated, and shall within thirty (30) school days after the occurrence giving rise to the grievance, submit the written grievance to his immediate administrative superior. The immediate administrative superior may request another meeting to discuss the grievance with the employee and a S.A.W. representative which they must attend, but in any event must answer the grievance in writing with copies to the employee and S.A.W. within seven (7) school days following receipt of the written grievance.

Level 2. In the event the grievance is not satisfactorily resolved as a result of the submission required by Level 1 above, the employee, by himself or through S.A.W., may appeal the decision rendered on the grievance by his immediate administrative supervisor to the Superintendent provided said appeal is received by the Superintendent within seven (7) days following the date upon which the employee's immediate administrative superior answered the grievance. Within seven (7) school days following timely receipt of an appeal filed pursuant to this Level 2, the Superintendent and/or his representative shall meet with the employee and a S.A.W. representative for the purpose of hearing the appeal and shall within (7) school days following the date upon which said meeting is held, render his decision in writing, sending copies to the employee and S.A.W.

Level 3. In the event the grievance is not satisfactorily resolved as a result of the decision rendered by the Superintendent in Level 2 above, the employee, by himself or through the Unit, may appeal said decision to the Board, provided said appeal shall be filed with the Clerk of the Board in writing, setting forth the basis for the appeal, within seven (7) school days following the receipt of the Superintendent's decision. Within seventeen (17) school days after receipt of a timely appeal made pursuant to this Level 3, the Board shall cause a hearing to be held with the employee and S.A.W. with respect to said appeal and shall, within seven (7) school days following a hearing, render a decision in writing with copies to the employee and S.A.W.

Level 4. In the event the grievance is not resolved as a result of the procedures of Level 3 above, S.A.W. may submit the grievance to binding arbitration in accordance with the Voluntary Rules of Labor Arbitration of the American Arbitration Association and subject to the Limitation of Statute, including the Connecticut Arbitration statutes; provided that the grievance is submitted to the AAA in writing by registered mail, return receipt requested and postage prepaid, no later than seven (7) school days following the receipt of the Board's

decision pursuant to Level 3 above or the expiration of the time limits for making such a decision, whichever shall occur first. Copies of the submission to the AAA must be sent to the Superintendent and Board. Fees and expenses of the Arbitrator shall be borne equally (1/2 each) by the Board and by S.A.W.

B. Board or S.A.W. Grievances

S.A.W. and the Board and/or the Superintendent may file grievances at Level 2 set forth above, provided each grievance must be in writing and sent to the non-grieving party no later than thirty (30) school days following the occurrence giving rise to the grievance.

Section 3. The preparation and processing of grievances shall be conducted after hours of employment. All reasonable efforts will be made to avoid involvement of students in any phase of the grievance procedure.

Section 4. S.A.W. will receive prior notice of the time and place of any formal meetings held hereunder.

Section 5. Nothing in this Agreement shall be construed as compelling S.A.W. to submit a grievance to arbitration.

Section 6. The procedure hereby established in this Article shall be the sole remedy for grievances under this Agreement.

Section 7. All grievances shall include the name and position of the grievant, the identity of the provision of this Agreement involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, the identity of the party responsible for causing the said events or conditions, if known, and a general statement of the nature of the grievance and the redress sought by the aggrieved party.

Section 8. The Arbitrator shall hear and decide only one grievance in each case. He shall be bound by, and must comply with, all the terms of this Agreement. He shall have no powers to add to, delete from, or modify in any way, any of the provisions of this Agreement. The decision of the Arbitrator shall be binding (per the limitation of Section 2 - Level 4 - hereof) upon both parties and all employees during the life of this Agreement, except that neither the Arbitrator nor his award shall usurp the statutory authority of the Board of Education.

Section 9. Meetings

A. Meetings held under this procedure shall generally be conducted on non-school time at a place which will afford a fair and reasonable opportunity for all persons proper to be present. Persons proper to be present for the purpose of this Article are defined as the aggrieved person, the appropriate S.A.W. and Board representatives, and witnesses. S.A.W. and Board counsel shall be permitted at Level 3 and 4. If at the option of the Superintendent

or the Board, hearings are held during school hours, persons proper to be present shall be excused without pay loss.

B. The S.A.W. unit may, if it so desires, call upon the professional services of an affiliate unit or other resource services for consultation and assistance at any stage of the procedure.

C. When, pursuant to the Grievance Procedure prescribed by this Article, S.A.W. considers that it is necessary to investigate an alleged grievance during school hours, then, with the permission of the Superintendent (which permission shall not be unreasonably or arbitrarily withheld) a representative of S.A.W. designated by the Executive Committee of S.A.W. shall be released for one (1) school day without loss of pay, to investigate the alleged grievance.

Section 10. Copies of any grievances, or answers thereto, shall be sent to the grievant, S.A.W. and the Board.

Section 11. In the event a grievance is filed between June 1 and the end of the school year, the time limits of the Grievance Procedure shall be accelerated so that the grievance shall be processed through Level 3 by August 15. If such expedited procedure is not possible, the parties shall waive the time limits herein and establish new time limits for processing of each such grievance and such agreement shall be reduced to writing and signed by the parties so that there will be a resolution of such grievances through Level 3 by the succeeding Labor Day.

Section 12. In the event that any grievance is adjusted in Stage 1 of this Grievance procedure while such adjustment shall be binding upon the aggrieved party, and shall, in all respects be final, said adjustments shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.

Section 13. Neither the Board nor S.A.W. shall discriminate against or otherwise coerce any employee or individual who is involved in the processing, or the refusal to process a grievance hereunder, provided that S.A.W. shall not be required to process a grievance for any employee or represent him during the processing of his own grievance.

Section 14. The aggrieved Administrator may be represented at Levels 2 and 3 of the formal grievance procedure by a person of his own choosing, except that he may not be represented by a representative, or by an officer, of any Administrator organization other than S.A.W. When an Administrator is not represented by S.A.W., S.A.W. shall have the right to be present and to state its views at all stages of the Grievance Procedure.

Section 15. Present grievance forms shall be continued in use. Forms for filing and processing grievances and other necessary documents shall be prepared by the Superintendent with the approval of S.A.W. and made available through S.A.W. so as to facilitate operation of the Grievance Procedure.

ARTICLE XV INSURANCE

Section 1. (a) The City of Waterbury shall provide a choice of the insurance programs described as follows:

(1) The Century Preferred Managed Care Program with a \$10 co-pay for home and office visits with an unlimited maximum for in-network providers. Out of network cost shares include \$200/400/500 deductible for individual, two person, and family coverage with subsequent coinsurance of twenty percent (20%) on covered expenses of up to \$2000/4000/5000 respectively for individual, two person, and family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$600/1200/1500 for individual, two person, and family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the stated maximums. The program includes managed benefits with a \$200 in-patient hospital and twenty-five (25%) professional penalty imposed if guidelines are not followed. The life-time maximum for the program is unlimited.

(2) The BlueCare POS Plan with no co-pay for preventive office visits in-network, a \$5 co-pay for primary care office visits in network and a \$10 co-pay for specialist office visits in-network, and an unlimited maximum for in-network providers. Out of network cost shares include \$250/750 deductible for individual and two-person or family coverage, with subsequent coinsurance of twenty percent (20%) on covered expenses of up to \$6,250/\$18,750 respectively for individual and two person or family coverage. The maximum out-of-pocket expense associated with out-of-network cost share is \$1,500/\$4,500 for individual and two person or family coverage respectively. If a non-network provider is used, the employee or dependent may be subject to balance billing above and beyond the stated maximums. Prior authorization is required for certain services. The life-time maximum for in-network is unlimited and for out-of-network is \$1,000,000.

(3) The BlueCare POE Plan, with services limited to network providers; out of network services are not permitted. Under the Blue Care POE Plan, there is no office visit co-pay for preventive care, a \$5 co-pay for primary care office visits and a \$10 co-pay for specialist office visits. Prior authorization is required for certain services. The life-time maximum is unlimited.

(b) Prescription Drug Benefit. Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Public Sector Three-Tier Prescription Drug Plan with co-payments of \$5 for generic drugs, \$10 for listed brand name drugs and \$15 for non-listed brand name drugs, and required generic substitution. Mail order co-payments for a 90 day supply of maintenance medications are \$10 for generic, \$20 for listed brand name and \$30 for non-listed brand name. For non-participating pharmacies, the plan pays 80 percent of the Anthem allowance. The annual maximum benefit is one thousand dollars (\$1000.00). The employee shall pay 20% of the cost of the premium for the prescription drug benefit, regardless of which medical insurance plan he/she selects.

(c) **Dental Plans.** Employees who enroll in one of the medical insurance plans above shall have the option to enroll in the Anthem Full-Service Dental Plan and Dental Rider A (dependent child rider). The employee shall pay 20% of the cost of the premium for the dental plan and rider(s) he/she selects.

Section 2. Each employee shall pay the following portion of the premium or premium equivalent for the above programs:

Century Preferred	20.0 percent
BlueCare POS	12.5 percent
BlueCare POE	5.0 percent

Section 3. The employee may choose to buy up to the CP-2 plan for the 2003-2004 year only. The employee must pay 100% of the cost of the difference between the cost of CP-3 plan and the CP-2 plan, and the entire 20% premium cost share for CP-3 plan.

Section 4. Retiree Health Benefits.

(a) Administrators who are eligible to participate in the City of Waterbury Pension Plan, who are participating in the City's medical insurance at the time of retirement, and who retire pursuant to the retirement plan rules with a full normal retirement benefit under the City of Waterbury Pension Plan after completing at least twenty-five (25) years of service and attaining at least age fifty-five (55), and who are not then or at any time thereafter eligible for Medicare, or who are not then or at any time thereafter eligible for medical insurance coverage from another employer, shall be eligible to participate in such medical insurance plan which the City provides to its employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may exist at any time for employees. The premium or premium equivalent cost share paid by such retirees shall be capped at \$500 per year for individuals electing individual coverage, and \$750 for individuals electing two-person or family coverage. Notwithstanding any provision of Conn. Gen. Stat. § 10-183t to the contrary, such premium or premium equivalent cost share for the level of coverage selected (i.e., retiree, retiree + spouse, family) shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t. Such retirees shall be entitled to buy up to the CP-2 Plan at 100% of the difference in cost between that plan and CP-3 for the 2003-04 school year only. Such buy up cost shall be paid to the Board by the retired administrator in addition to the premium or premium equivalent cost share applicable to the CP-3 plan and level of coverage selected.

(b) Except as provided in paragraph (a) above, Administrators who retire with a full normal retirement benefit under the Teachers' Retirement Board and who are not then or at any time thereafter eligible for Medicare, or who are not then or at any time thereafter eligible for medical insurance coverage from another employer, shall be eligible to participate in such medical insurance plan which the City provides to its employees, as such plans may change pursuant to any successor collective bargaining agreement, subject to the same conditions as may

exist at any time for employees. Notwithstanding any provision of the Conn. Gen. Stat. § 10-183t to the contrary, the applicable premium or premium equivalent cost share for the plan and level of coverage selected (i.e., retiree, retiree + spouse, family) shall be over and above any subsidy received by the City or Board on behalf of any retiree and/or spouse or dependent pursuant to Conn. Gen. Stat. § 10-183t. Such retirees shall be entitled to buy up to the CP-2 Plan at 100% of the difference in cost between that plan and CP-3 for the 2003-04 school year only. Such buy up cost shall be paid to the Board by the retired administrator in addition to the premium or premium equivalent retiree cost share applicable to the CP-3 plan and the level of coverage selected.

Section 5. The employee may make an election on the above programs in Section 1 and Section 2 and it shall be effective during the open enrollment in the insurance program.

Section 5(a). The City reserves the right to provide coverage as substantially equivalent when benefits are compared as a whole to the current policy without increase in cost to the City in the event Anthem increases its rates during the term of this Agreement.

Section 5(b). Anything in Section 38-262h of the General Statutes, as amended, to the contrary notwithstanding, there shall be no requirement that the Board provide double coverage for an eligible dependent who is the spouse of the employee which eligible dependent is also an employee of the City of Waterbury or of the Waterbury Board of Education.

Section 5(c). At the City's earliest convenience, but no later than July 1, 2003, the City shall maintain a plan pursuant to Section 125 of the Internal Revenue Code, to allow pre-tax payment of premium cost shares, medical, dental, dependent care and other expenses, to the extent permitted by law.

Section 6. For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, without charge to the employee, life insurance in the face amount of two (2) times the annual base salary rounded up to the next \$1000.

Section 6(a). For the duration of this Agreement, the City of Waterbury (through the Board) shall provide, at the election of the employee without charge to the City, life insurance up to the amount provided by the City in accordance with the rules set forth in the Master Agreement with the insurance company. Deductions for the total cost of this coverage, at the group rate, shall be made by appropriate monthly deductions from the employee's pay. Such optional coverage is in addition to the coverage provided in Sections 1 and 2 above.

ARTICLE XVI CONSULTATIVE PROCEDURE

Section 1. Request for Modification of Contract by Mutual Consent.

For the duration of this Agreement, changes in the same may be made by the written mutual consent of the parties to this Agreement only. In the event S.A.W. or the Board

desires to make a proposal(s), either party may submit such proposal(s) in writing to the other party. The Superintendent shall arrange for a mutually satisfactory time and place for a meeting to discuss such proposal(s) within fifteen (15) days after receipt of the proposal(s), unless the parties mutually agree to an extension of time for such meeting. If an agreement is reached on such proposal(s), such proposal(s) shall be effective only after a memorandum of agreement incorporating such changes has been executed by the parties hereto in accordance with the provisions of the Teachers Negotiating Act of the State of Connecticut, as amended.

Section 2. Request for Consultant Conference

Recognizing that the implementation of Board policy can best be achieved by communication and cooperation between the Board, Superintendent of Schools and School Administrators, the parties hereto agree to establish consultative conferences between S.A.W. personnel and the Superintendent of Schools and/or his designees, to discuss the implementation of Board policies, procedures and programs. Such consultative conferences are to be held as needed, and shall include personnel appropriate for the subject of discussion to be held therein. Members of the Board of Education may participate in such consultative conferences.

It is agreed and understood that the utilization of such procedure is not intended to affect or encumber the exclusive rights of the Board of Education as to origination of policy; rather such procedure is intended to provide the input and insight of S.A.W. and its members as to efficient implementation and execution of policy and practices pursued thereunder.

Such procedure is separate and apart from the rights and duties enumerated under Article XIV of this contract, entitled, Grievance Procedure. Conferences of this Article shall be construed to constitute negotiation or collective bargaining, as such terms are defined in the Teachers Negotiation Act of the State of Connecticut, as amended, Sections 10-153f(e) C.G.S.

ARTICLE XVII ADMINISTRATOR ADVISORY COUNCIL

Section 1. Recognition

In accordance with the terms of S.A.W.'s constitution, an administrator's advisory council, consisting of no more than ten (10) members and S.A.W.'s Executive Committee, will have been formed prior to the effective date of this contract. During the life of this Agreement, this administrator's advisory council shall meet at least once every three (3) months with the Superintendent of Schools, and at least three (3) times per year with the Board of Education to discuss operations and policies.

ARTICLE XVIII SUMMER SCHOOL PROGRAM - REMUNERATION AND SELECTION

Section 1. The Board of Education recognizes S.A.W. as the duly authorized representative of administrators, and supervisor's positions created and/or utilized by the Board during the summer hiatus following the close of one "regular school work year" and the opening of the next regular school work year for purposes of negotiating salary and conditions of employment for the bargaining unit employees who are for such term of "Summer Employment" assigned to administer and/or supervise any Board of Education Summer School Program. S.A.W. bargaining unit members shall have priority for such summer administrator position. If no qualified member of the bargaining unit is available, the Board may offer such a position to someone outside of the unit. An administrator participating in a summer school program shall be compensated at the rate of \$30 per hour for such activity. In cases where advance planning for the summer school program is required, a mutually agreed allowance for not less than ten (10) nor more than twenty-five (25) hours of preparation shall be paid.

Section 2. State Certificated Administrators in the Waterbury School System shall be given priority in filling summer school administrative assignments (in a summer program described in Section 1 hereof) similar to their regular administrative assignments provided they are qualified to fill the said summer school administrative assignments and provided further that such priority is not inconsistent with the requirements of that particular summer program.

Section 3. Administrators for the said summer programs shall be selected on the basis of their qualifications for the particular program. Where two (2) or more Administrators are equally qualified for an administrative position in a summer program, selection shall be based first upon seniority (as a teacher or Administrator) in that summer program and second upon the respective City-Wide Administrator seniority in the Waterbury School System.

Section 4. Positions for summer programs shall be posted as soon as practicable and, under normal circumstances and if funds for this program are available prior to May 1.

Section 5. Appointments to any vacant position in a summer program shall be made within fifteen (15) days following the end of the said period described by Section 5 hereof.

ARTICLE XIX PENSIONS

Section 1. Effective July 1, 1983, the current pension system in practice for employees covered by this Agreement shall be improved as hereinafter set forth. The Board and S.A.W. agree that since the effective date of the contract of July 1, 1979, the in-fact practice of the Waterbury Retirement Board for processing and ruling on retirement applications of employees covered by this Agreement has been governed by the 1976-1979 contract between the Board and the Waterbury Teachers' Association with particular reference to the provisions of Article XXXI thereof.

Section 2. The Board and S.A.W. agree that effective January 1, 1981, the following shall be the pension benefit formula and the pension contribution formula for employees covered by this Agreement; and any provisions of Chapter 27, Article 5 of the Charter of the City of Waterbury in regard to the pension system and pension procedures for teachers of the City of Waterbury shall apply only to the extent that said provisions are not altered or amended by the provisions hereof. The Board and S.A.W. specifically agree that the spouse option provided by Section 2706(a) of the Charter of the City of Waterbury, with particular reference to the one percent (1%) contribution and the benefits formula contained therein, shall continue to be applicable to the employees covered by this Agreement and said section shall not be repealed by the provisions hereof.

Section 3. Between the date of the execution of this Agreement and June 30, 1986, each employee (except those employees who became employees of the Board subsequent to that employee's forty-fifth (45th) birthday, as per the provisions of Section 2731 of the Charter) shall become members of and shall make contributions to the City of Waterbury Retirement System. Effective July 1, 1986, each employee who was a contributing member of the City of Waterbury Retirement System on June 30, 1986, and is still an employee as defined herein, shall make a one percent (1%) per year contribution annually as hereinafter defined for each complete year of service (as hereinafter defined) which is commenced on or after July 1, 1986. Additionally, the Board of Education shall be responsible for, and shall contribute annually to, the said Retirement System, a 2% per year contribution (as hereinafter defined) which is commenced on or after July 1, 1986.

This contribution shall be distinct from and in addition to the City's Charter prescribed pension contribution. The employee shall be responsible for the three percent (3%) per year contribution mandated under the successor Agreement between the Board and S.A.W. for each complete year of service (hereinafter defined) retroactive from July 1, 1986 to the date of employment as any employee and/or certified professional teacher by the Waterbury Board of Education. The items to which the above described one percent (1%) annual employee contribution rate and two percent (2%) annual Board contribution rate shall be applied are:

(a) The employee's base salary for that year, which base salary shall be determined by one of the following depending upon the year in question: either (a) the Article IV, Section 1 – Schedule A and/or Article IV, Section 2, if applicable, total salary per the provisions of this Agreement; or (b) the Article IV, Section 1(a) base salary for each year that the employee was covered by the contract between the Waterbury Board of Education and the Waterbury Teachers Association; or (c) the annual base salary (exclusive of longevity or any other extra payment) for each of the years that the employee was an employee of the Board prior to the negotiation of contracts between the Board and the Waterbury Teachers Association, (i.e., prior to 1967);

(b) Longevity entitlement, if applicable for any given year, as per Article X of this Agreement and, if applicable for any given year, per Article XV of the contract between the Board and the Waterbury Teachers Association; and,

(c) One-fifth (1/5) of the Article VIII, Section 2, Severance Pay (applicable to the year of retirement only).

(d) The parties agree that the phrase "complete year of service" shall be defined to include the following:

(1) that for any given year to be considered a "complete year of service" the employee must be "in pay status" for at least six (6) months of a July 1st through subsequent June 30th fiscal year. The term "in pay status" shall be defined to mean that for any given month the employee is receiving compensation from the Board either in the form of base salary as described in sub-paragraph (a) supra, or paid leave as described in Article XIII of this Agreement or Workers' Compensation payment; and/or

(2) Military Service with the United States Armed Forces, in accordance with the following formula: For these purposes, one (1) "year of service" shall be equal to ten (10) complete months in the Military Service with the understanding that the rounding up or rounding down to the nearest year shall be done on the following basis: (e.g., thirty-five (35) months of Military Service shall be equivalent to four (4) "years of service" and thirty-four (34) months of Military Service shall be the equivalent of three (3) "years of service".) In regard to the contribution formula for "X" years of Military Service, same will be based upon the Xth year from the date of hire of the employee and the base salary for that year and the number of years of "Military Service," as per the above formula, shall be multiplied by three percent (3%) in order to find the actual percentage of contribution from that Xth year of base salary. For example, assume that an employee was hired by the Board in 1956 after thirty-three (33) months of service with the United States Marine Corps: that employee shall be entitled to three (3) "years of service" credit. However, that employee must contribute, to the Pension System, nine percent (9%) of his 1959 base salary in order to be entitled to the three (3) "years of service."

In regard to the said contribution rate of three percent (3%) per year of base salary and longevity, if applicable, retroactive to the date of employment, the parties agree as follows: If any employee was hired as a said certified professional teacher by the Board prior to March 1, 1970, then for each year of employment prior to March 1, 1970, the employee would have contributed, per the Charter requirement, three percent (3%) of his base salary. Thus, for purposes of this Agreement such an employee will not be required to make an additional contribution for any complete year of service prior to March 1, 1973. However, since per the provisions of the contract between the Board and the Waterbury Teachers Association, that employee would have contributed only one percent (1%) of his base salary and longevity entitlement, if any, for each year for the period between March 1, 1973 and June 30, 1979 and, as aforesaid, under Board of Education and Retirement Board policy the same one percent (1%) contribution would have been made for the period July 1, 1979 through December 31, 1980, that employee for each complete year of service between March 1, 1973 and December 31, 1980, shall contribute an additional two percent (2%) per year of his base salary and longevity entitlement, as applicable, for each complete year of service during the said period between March 1, 1973 and December 31, 1980. As to any employee who was hired by the Board, either as an employee, as that term is defined herein, or as a certified professional teacher, subsequent

to March 1, 1970, that employee will contribute three percent (3%) per year of base salary and longevity entitlement, if any, for that year, for each complete year of service between date of hire and the said December 31, 1980. In addition, any employee claiming the "Military Service Credit" described in the previous paragraph must make a contribution of three percent (3%) for each year of Military Service Credit claim to be applied to the appropriate base salary as per the aforesaid Military Service formula. It is expressly agreed that the full three percent (3%) per year contribution rate will become effective as of January 1, 1981, and an appropriate deduction shall be made from each paycheck thereafter per the provisions of Article III, Section 6.

(3) "Military Service with the United States Armed Forces" shall be defined to include active duty service which results in the issuance by the service of an "honorable discharge" at the conclusion of the period of active duty. Active duty for training reservists and National Guardsmen shall not constitute Active Duty. Nothing contained herein shall deny such Military Service credit to reservists and National Guardsmen who accrue active duty other than Active Duty for training.

Section 4. Any employee who was an employee as of January 1, 1981 and who as of that date was contributing one percent (1%) or zero percent (0%) to the Pension System as per the in-fact practice as described in the last paragraph of Section 3 hereof, or who is obliged to make retroactive contribution because the employee is claiming Military Service credit as per the provisions of Section 3 hereof, and such employee not contributing the three percent (3%) prescribed by said Section 3 hereof, that employee shall be required to pay the additional two percent (2%) per year (or 3% per year) mandated by Section 3 hereof to the Retirement Board within three (3) years of January 1, 1981. If, prior to April 1, 1981, an employee asserts to the Retirement Board that the requirement to pay, within the three (3) year period, the difference between the one percent (1%) contribution (or the 0% contribution) and the three percent (3%) contribution, as prescribed in Section 3 hereof, presents a financial hardship, then the Retirement Board may, if it finds such financial hardship, grant a period of time for repayment in excess of three (3) years, if it so determines. Any employee, to whom the provisions of this Section 4 are applicable, who has not complied with the requirements hereof, shall not be entitled to claim the benefits of the provisions of this Article XIX unless, and until employee complies, in all respects, with the provisions of this Section 4. With approval of the Board of Education and the Teachers Payroll office, an employee may pay the amount due under the provisions of this Section 4, by way of appropriate payroll deduction.

Section 5. Effective July 1, 1990, each employee who complies with the provisions of Section 3 and Section 4 hereof as limited by Section 6 hereof shall be entitled to the pension benefit, as prescribed herein, after twenty (20) years of service to the Board as a certified teacher or as an employee as the term employee is defined in this agreement. Each year of the said twenty (20) years of service must be "complete years of service" as the quoted term is defined in Section 3 hereof. The benefit percentage, hereinafter set forth, shall be applied to the sum of the following elements:

(a) The best pay year (in terms of the Article IV, Section 1 Base Salary or the Article IV, Section 1 Base Salary under the contract between the Board and the Waterbury Teachers Association) over the five (5) years immediately preceding the effective date of

retirement. By the phrase "best pay year," the parties mean the largest amount of base salary received by the employee in any one (1) of those five (5) years, each one of which years must be a complete year of service as defined in Section 3 hereof:

(b) The amount of longevity paid or payable in the year of retirement;

(c) One-fifth (1/5) of the total severance pay prescribed by Article VIII Section 2 hereof.

The actual annual pension, in terms of dollars, shall be computed and obtained as follows: The pension (P) shall be a product of (A) multiplied by (B) in which the formula (A) and (B) shall be defined as follows: (A) shall be the sum of the three (3) elements described in the previous paragraph (i.e., the "best pay year" of sub-paragraph (a) plus the longevity payment of sub-paragraph (b) plus one-fifth (1/5) of the total severance pay of sub-paragraph (c). (B) shall represent a percentage factor which shall represent the product of: (a) the number of complete years of service (minimum of 20 complete years of service) which the employee has rendered to the Waterbury Board of Education (plus the number of Military Service credit, if any) multiplied by (b) .01, for service rendered on or before July 1, 2003. Service rendered on or after July 1, 2003 shall not be counted as a year of service for purposes of pension calculation. The salary paid to any administrator eligible for City Pension benefits for service rendered on or after July 1, 2003 shall nevertheless be utilized to calculate the administrator's "best pay year."

Example: assume an employee has twenty-five (25) years of service with the Board plus thirty-three (33) months of Military Service with the United States Armed Forces. That employee shall be considered to have twenty-eight (28) years of service. Thus, twenty-eight percent (28%) will be applied to the sum of the three (3) elements described under (A). Assume that the employee's best paying year was \$28,000.00 and the longevity entitlement as of the year of retirement was \$1,000.00 and one-fifth (1/5) of the total severance pay was \$2,000.00 then that employee would receive a City pension for the formulation of this Agreement in the annual amount of \$8,680.00.

Section 6. Effective July 1, 1986, no one who is not already in a regular, permanent position covered by this Agreement shall be permitted to contribute to the City of Waterbury Retirement Fund, or to have contributions made to the City of Waterbury Retirement Fund on his behalf by the Board, or to receive any benefits from the City Retirement Fund per the provisions of this Article XIX or Chapter 27 of the City Charter.

Section 7. The two percent (2%) per year pension contributions made by the Board on behalf of an employee as stated above shall be treated as if the pension contributions were made by the employee himself for the purposes of reimbursement of those contributions to the employee, or to his estate, in the event that the employee resigns or dies prior to being eligible to receive pension benefits.

ARTICLE XX CURRICULUM

Section 1. Each curriculum committee appointed by the Superintendent or his designee shall include a Principal or Assistant Principal and a Director or a Supervisor.

Section 2. Any proposed changes in duties of personnel, curriculum, instructional materials, or innovations pertinent to the introduction of special programs, shall be discussed with the Principals, Directors and Supervisors by the Superintendent of Schools.

Section 3. Any curriculum changes which may result in the addition to or deletion of present programs shall be discussed by the Superintendent of Schools with the appropriate Principals, Supervisors, and Directors.

ARTICLE XXI ADMINISTRATOR'S RIGHTS - PERSONNEL FILE

Section 1. Administrators shall have the right to inspect their own personnel files, also to question or to reproduce any material therein. The Board agrees to continue its policy of treating these personnel files with the highest degree of confidence.

Section 2. No allegation by a school official or fellow employee alleging materials, derogatory or otherwise, to an Administrator's conduct, scruples, character or personality shall be placed in the Administrator's file unless the Administrator has had an opportunity to read such material. The Administrator shall acknowledge that he had an opportunity to read the material by affixing his signature on the actual copy to be filed, with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its content.

Section 3. Any complaint by a parent of a student, or by any other person (other than a school official or fellow employee), directed against an Administrator (which complaint is deemed serious enough by the Administration to become a matter of formal record) shall be promptly called to the Administrator's attention. No such complaint shall become a matter of formal record unless it is in written form, signed by the complainant. Administrators are entitled to know the identity or source of all such formal record complaints and in addition, if the Administrator so requests, he may copy such formal record complaint. The Administrator shall acknowledge that he has read such complaint by affixing his signature on a copy thereof which is made a matter of formal record with the understanding that such signature merely signifies that he has read the material to be filed and does not necessarily indicate agreement with its contents. The complained against Administrator shall have the opportunity to add any material he wishes (by way of reply or refutation) to the formal record. If the complaint (alleging noncriminal conduct) becomes a matter of formal record and if the Administrator so requests, the Board shall conduct a hearing on same; and, if the Administrator is exonerated, the complaint shall be erased from his file. The complained against Administrator shall have every right to S.A.W. representation, if he so chooses, and/or counsel of his choice.

Section 4. It is recognized that inquiries or investigations need to be made when allegations or complaints are made regarding administrative personnel. Prior to being required by the Superintendent or other member of the administration to respond to such allegations or complaints, the individual concerned will be given full information, including the identity of the complainant in sufficient time (not less than 72 hours) to prepare his defense. No conclusion will be reached or decisions made, however, until after the Administrator has had a full opportunity to defend himself.

ARTICLE XXII PARKING FACILITIES

The Board and the Superintendent shall attempt to make suitable reserved parking areas available to Administrators on or near the school property where they are assigned.

ARTICLE XXIII S.A.W. PRIVILEGES

Section 1. After the close of school on school days, S.A.W. shall have the right to use designated areas in school buildings for meetings of Administrators, provided that there is no interference with any scheduled school activities. The use of such designated areas shall be arranged with the Principal in advance. All requests for building use shall conform to Board rules and regulations.

Section 2. S.A.W. may distribute material dealing with meetings, notices and official matters of S.A.W. to persons covered by this Agreement. Indiscriminate circulating of material or handing out of material will not be allowed.

Section 3. The Board and S.A.W. shall comply with any reasonable request by the other party for available information (excluding confidential personal records) possessed by the other party which is relevant to the negotiation by S.A.W. and the Board of a successor agreement.

Section 4. The Board shall also provide S.A.W. with a copy of the official minutes of public Board meetings at the time that the Clerk of the Board distributes these minutes to Board members.

Section 5. The practice of allowing a reasonable amount of time off with pay to Executive Committee members of S.A.W. to attend S.A.W. business shall be allowed.

Section 6. The President of S.A.W. or his designated representative for the Executive Committee shall be permitted to visit the schools and/or departments in connection with S.A.W. business referred to in Section 5 if the President, or said designated representative, asserts that S.A.W. business requires such a visit. Upon the President's (or said representative's) arrival, he shall notify the proper Administrator of his presence. If a meeting

with a Board employee(s) is necessary, it shall be scheduled so as not to disrupt the employee(s) duty assignment.

Appendix A-1

Salary Schedule for 2003-2004 School Year

	Start	Step 1	Step 2	Step 3	Step 4	Step 4a	Step 5
H.S.P./M.S.B.P.	\$86,276	\$89,892	\$93,507	\$97,126	\$99,838	\$102,591	\$105,344
H.S.V.P./M.S.H.P.	\$81,604	\$85,217	\$88,931	\$92,447	\$95,161	\$98,023	\$100,884
K-5 PRINCIPAL	\$76,919	\$80,533	\$84,146	\$87,845	\$90,521	\$93,465	\$96,409
SUPERVISOR 12	\$76,108	\$80,829	\$84,445	\$88,062	\$90,774	\$93,741	\$96,708
SUPV.10/S.V.P.	\$75,432	\$77,456	\$79,479	\$82,036	\$84,746	\$86,913	\$89,080

In 2003-2004, a Step 4a will be created and each Administrator who is not at the top step will advance one numerical step. (Administrators currently on Step 4 of the salary schedule will advance to Step 4a.) In addition, the salary schedule above has incorporated a general wage increase of 2.0% to each step of the salary schedule.

Appendix A-2

Salary Schedule for 2004-2005 School Year

	Start	Step 1	Step 2	Step 3	Step 4	Step 4a	Step 5
H.S.P./M.S.B.P.							
H.S.V.P./M.S.H.P.							
K-5 PRINCIPAL							
SUPERVISOR 12							
SUPV.10/S.V.P.							

Wage schedules and step movement for the 2004-2005 and 2005-2006 school years will be the subject of a contract reopener for which negotiations shall commence in the fall of 2003 pursuant to the Teacher Negotiation Act and Special Act 01-1.

Appendix A-3

Salary Schedule for 2005-2006 School Year

	Start	Step 1	Step 2	Step 3	Step 4	Step 4a	Step 5
H.S.P./M.S.B.P.							
H.S.V.P./M.S.H.P.							
K-5 PRINCIPAL							
SUPERVISOR 12							
SUPV.10/S.V.P.							

Wage schedules and step movement for the 2004-2005 and 2005-2006 school years will be the subject of a contract reopener for which negotiations shall commence in the fall of 2003 pursuant to the Teacher Negotiation Act and Special Act 01-1.